

PERFORMANCE WORK STATEMENT
for
CRG ATCT TOWB Repair Services
Jacksonville, Florida

1.0 Introduction and Overview:

This Performance Work Statement will be issued under Service Order ATW-W-08-001-55539 – 2008 Hurricane Disaster Restoration.

Several hurricanes have significantly impacted the Central Service Area (CSA) and Eastern Service Area (ESA) during the 2008 hurricane season causing tremendous damage across each Service Area. Damages include the loss of facilities due to flooding, high winds and airborne debris and power outages. Significant infrastructure damages to facility structures, grounds and roads were also sustained after each storm. Air Traffic Organization, Operation, Technical Operations, Service Management Group (ATO-W) has responsibility to restore facilities and equipment to operational status and requires logistics support in this restoration effort.

1.1 Background

The Craig Airport Air Traffic Control Tower (ATCT), Tower B (CRG TOWB) is a standard Hunt design that was constructed in the mid 1970's. The Tower is divided into five floors. The exterior and interior walls of the Tower are constructed of metal, with structural steel framing and metal pan ceilings.

Tropical Storm Fay caused a significant amount of damage to the Jacksonville, Florida Craig Airport Air Traffic Control Tower (ATCT), Tower B (CRG TOWB), damaging siding and causing water leaks, damaged ceiling tiles, and mold damage in the tower offices.

1.2 Scope of Work

The contractor shall provide all personnel, equipment, tools, materials, supplies, supervision, labor and other items and services, except that specified as Government-furnished, required to perform repair service for the Jacksonville, FL ATCT CRG TWRB as described in this performance work statement. The contractor shall provide related services as specified, in accordance with all terms, conditions, general and special contract requirements, specifications, drawings, attachments and exhibits contained herein or incorporated by reference.

1.3 Contractor Responsibilities

The Contractor's work and responsibilities include all planning, programming, administration, financial control, supply, quality assurance and management necessary to provide the service specified herein. The work shall be conducted in accordance with this contract and all applicable Federal, State and local laws, regulations, codes, or directives, to include documents listed elsewhere in this document. Contractor

employees shall observe and comply with all fire, safety, environmental, security, traffic, parking, and observe all “off-limits” areas. Possession of firearms or other lethal weapons are not allowed on FAA sites.

1.4 Workload Projections

The Government anticipates awarding a single, Firm Fixed-Price contract.

1.5 Personnel

Personnel assigned to this contract must be fully capable of reading, writing, understanding, and speaking common English. All personnel shall be United States citizens or resident aliens.

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel supervise contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned Contracting Officer’s Technical Representative (COTR).

The contractor must assign a manager who shall have final responsibility for the contract. This individual shall have full authority to act for the contractor in all day-to-day matters relating to contractor performance and shall work with the Government's COTR in the administration, management, performance, and procedural and technical matters pertaining to this contract. The Contract Manager shall be physically present on site. An alternate shall be designated in the Contract Manager’s absence. The Contractor shall provide telephone numbers of the Manager and alternate(s) where these persons may be contacted at all times, to include hours outside of normal duty hours. The Contract Manager and any individual(s) designated to act for the Contractor shall have full authority to contractually commit the Contractor, and act without delay on matters pertaining to execution of the contract.

The contractor shall provide to the Contracting Officer (CO), the names, job title, and other pertinent information requested of all employees with Government ID badges who are in the contractor's employ as requested.

1.5.1 Site Access

Access to the job site shall be as indicated or as directed by the FAA. The Contractor shall confine operations, activity, storage of materials, and employee parking to the area designated by the FAA. Additional space the Contractor deems necessary shall be obtained off-site at no additional cost to the Government.

Access to the work site and work performed within the work site shall be done under FAA escort at all times. The point of contact for access into the work site is the JAX B SSC Manager, (904) 741-0290.

1.5.2 Contractor Controlled Access

The Contractor shall not permit entrance to locked areas by any person other than contractor personnel engaged in the performance of work in those areas, or personnel assigned to the activity where the contractor is performing work, without written authorization of the COTR.

1.5.3 Contractor Package Inspection

At the discretion of the Government, any or all Government or personally owned packages, containers, briefcases, purses, etc., brought into, while on, or while being removed from Government property, by the Contractor personnel, are subject to inspection.

1.5.4 Damaged, Missing, or Stolen Government Property

The Contractor shall report all suspected intentionally damaged, missing, or stolen Government property to the CO and the Security and Investigations Division, using Form AC 1600-5. The report shall be made within one workday of determination that the item(s) is damaged, missing or stolen. The Contractor shall cooperate with Government investigation services conducting investigations or surveys relating to the disposition or status of Government property.

1.5.5 Damaged, Missing, or Stolen Personal Property

The Contractor shall report all suspected intentionally damaged, missing, or stolen personally owned property which is determined to be damaged, missing or stolen while on or in Government facilities to the CO and the Security and Investigations Division, using AC Form 1600-5. The report shall be made within one workday of determination. The Contractor shall cooperate with Government investigation services conducting investigations or surveys relating to the disposition or status or personal property on or in Government facilities.

1.5.6 Compliance with Security Directives

The Contractor shall comply with all security directives pertaining, but not limited to, Information Security (Privacy Act information, For Official Use Only information, Proprietary information, Classified information, etc.), Industrial Security, Communications Security, and Physical Security.

1.5.8 Vehicle Registration

The Contractor and Contractor employees utilizing Contractor owned or privately owned vehicles on Government Sites shall meet all State Public Safety requirements for operation of motor vehicles.

1.5.9 Smoking Policy

In addition to safety regulations, smoking is regulated by Federal regulations and local policy. The Contractor shall follow smoking policies in effect, or implemented.

2.0 Quality

2.1 Quality Control

The contractor is solely responsible for the quality of services provided. The contractor is also liable for contractor employee negligence, and any fraud, waste or abuse.

At a minimum, the Contractor's Quality Control plan shall include:

- a. An internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified.
- b. A method to identify deficiencies in products and services that may occur.
- c. Procedures to correct any deficiency in products or services that may occur.
- d. A file of information regarding inspection and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection, and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

The plan must be maintained and revised as necessary throughout the life of the contract. In the event of any changes to the Quality Control Plan, a revised copy of the plan must be provided to the CO five working days prior to the effective date of the change.

2.1.1 Quality Assurance

The Government will monitor the contractor's performance using a quality assurance surveillance plan incorporating the following:

- a. Inspection – Work progress and repair quality review.
- b. Timeliness – Turn-around-times (TAT) based on repair priorities.
- c. Standards – Reviews compliance with applicable Standards.
- d. Quality Control Records – Reviews Contractors Quality Control records to determine if Contractor's plan is being followed.

The Government reserves the right to review all products and services under this contract, including those developed or performed at the contractor's facilities, to determine conformance with performance and technical requirements. The Government reserves the right to change its inspection procedures at any time.

2.1.2 Performance Evaluation Meetings

The Contract Manager and Contractor Quality Control Representative shall meet with the CO and/or COTR as determined necessary by the CO. Mutual effort will be made to resolve any and all problems identified. The Contract Manager or alternate(s) shall meet as necessary with CO and/or COTR to discuss emergency situations.

2.1.3 Environmental Programs

2.1.3.1 Regulations/Laws

The contractor shall comply with all Federal, State and local laws and regulations for standards regarding environmental pollution. All environmental protection matters shall be coordinated, through the CO, with the primary on-scene coordinator.

2.1.3.2 Citations

Citations of Government owned, Contractor operated (GOCO) facilities for noncompliance with environmental standards are a matter for resolution between the FAA and the issuing office of EPA or State regulatory authorities. Payment of fines or penalty charges associated with citations issued by Federal, State or local officials shall be paid by the Government. If the citations are issued due to faulty operation or maintenance practices by the contractor, the CO shall deduct the fine from any monies due the Contractor.

2.1.4 Access Limitations

2.1.4.1 Restricted Areas

The contractor shall comply with restricted area procedures and instructions including proper security clearances. This includes signing in and out after hours at the Headquarters building for access to LSF/repair shops. Names of personnel requiring frequent access to restricted areas shall be provided to the CO.

2.1.4.2 Interference with Contractor Performance

In the event anyone other than the CO or his/her authorized representative requests the contractor to temporarily cease work in an area, the contractor shall continue performance and immediately report the instruction to stop work, including the name of the person directing the work stoppage, to the COTR and Resident Engineer.

2.1.5 Inspection by Regulatory Agencies

The contractor shall notify the CO and Resident Engineer by phone immediately upon arrival of any inspection visit by an agent or agents of any regulatory agency. This may include, but is not limited to, inspections by the Environmental Protection Agency, Occupational Safety and Health Administration or any other local, state or federal agencies. The contractor shall submit a copy of any reports received to the CO within 1 working day of the visit.

2.1.6 Safety Requirements and Reports

All work shall be conducted in a safe manner protecting the environment and shall comply with:

a. 29 CFR 1910 OSHA Standards (General Industry).

http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_part_number=1910

b. 29 CFR 1926 OSHA Standards (Construction).

http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_part_number=1926

c. National Fire Protection Association (NFPA) National Fire Codes, and updates thereto.

<http://www.nfpa.org/index.asp?cookie%5Ftest=1>

d. American National Standards Institute (ANSI) Safety Standards (latest versions) as applicable.

<http://www.ansi.org/>

e. FAA Order 3900.19B (and updates) Occupational Safety and Health. Not sure this is available anywhere else:

https://employees.faa.gov/employee_services/safety/occ_safety/order3900/

f. AC Order 3900.21F (and updates) Occupational Safety.

All of these (3900.21 --- appear to be cancelled, found E but only on employee site:

<https://employees.faa.gov/documentLibrary/media/directives/Ac/AC3900-21E.doc>

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g. FAA Order 1900.1F (and updates) FAA Emergency Operational Plan. – See:

<http://isddc.dot.gov/OLPWeb.ASP?WCI=MainSearchPage&WCU=>

h. AC Order 1900.12A (and updates) Aeronautical Center Emergency Operations Plan. – Due to the sensitivity of the document, AC Order 1900.12A and any updates may be available for review after contract award.

i. FAA Order 1050.10C (and updates) Protection Control and Abatement of Environmental Pollution at FAA facilities. See:

<http://isddc.dot.gov/OLPWeb.ASP?WCI=MainSearchPage&WCU>

j. 40 CFR Parts 101400 EPA Regulations.

<http://www.epa.gov/lawsregs/search/40cfr.html>

k. Standard Regional Risk Management Documents and Asbestos Work Permits. Documents are listed in Section J of the SIR and attached to this solicitation.

If the contractor fails or refuses to comply promptly with environmental or safety requirements, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damages to the Government. The contractor shall be responsible for enforcement of all environmental and safety requirements by the contractor personnel and his subcontractors. The contractor shall include a clause in all subcontracts to require subcontractors to comply with the environmental and safety provisions of this contract, as applicable. The contractor shall immediately secure any accident scene and wreckage until released by the accident

investigative authority through the CO. If the Government elects to conduct an investigation of any incident, the contractor shall cooperate fully and assist the Government personnel until the investigation is completed.

Safety and health standards consistent with requirements of the Occupational Safety and Health Administration (OSHA) shall be maintained. Compliance with the environment regulations issued by the U.S. Environmental Protection Agency (EPA), the State Environmental office or other authorized agency shall be maintained. The Department of Labor (DOL), EPA and any other authorized agency upon receiving right of entry from the Environmental, and Health Staff, has statutory authority to inspect all places of employment occupied by the contractor. Citations against the contractor for noncompliance with OSHA standards, EPA or other regulations are a matter for resolution between the Contractor and the issuing agency unless non-compliance is the result of Government-furnished property or facilities which were in non-compliance when furnished to the Contractor. Resolution of any problems of this sort will be handled by the CO and the contractor. Close liaison shall be established and maintained with Government safety and environmental representatives to ensure that working conditions provide an optimum degree of safety for both contractor and Government personnel and environmental protection. The Government reserves the right to inspect the contractor's operations, conduct and investigate the incidents occurring as a result of contractor's operation in which there is damage to Government-furnished items, or injury or occupational illness involving Government or contractor personnel or environmental impact.

2.1.6.1 Accident Reporting

The contractor shall comply with all EPA, OSHA requirements for record keeping and reporting of all incidents resulting in death, serious injury, occupational disease, or adverse environmental impact. The contractor shall provide a verbal report to the CO immediately after each such occurrence. A completed typed original mishap report in accordance with FAA Order 3900.1B shall be delivered to the CO within 48 hours of occurrence.

3.0 Requirements

3.1 Site Survey

The Contractor shall conduct a survey of the CRG ATCT TOWB located in Jacksonville Florida, to determine the extent of the damage caused during the 2008 hurricane season. At a minimum, the site survey shall take into consideration the siding on the tower, and damaged carpet and ceiling tiles in one equipment room and two administrative offices; each office is 8' x 19'. The surface area of each side on the outside of the Tower is 20' x 70' for a total of 5600 square feet. Upon completion of the site survey the Contractor shall provide the Government with a detailed explanation as to the repairs that must be accomplished, and the materials necessary to accomplish the work to ensure the CRG ATCT TOWB is free of leaks and any items that are replaced are hurricane rated.

3.1.1 Catwalk Access Door/Siding

The catwalk access door has sustained significant rust damage and shall be replaced. The current siding was not hurricane rated and incurred damage. Replacement siding shall be hurricane rated, capable of sustaining 150 mph winds.

3.1.2 Ceiling Tiles

The ceiling tiles located in the tower were damaged and shall be replaced. New ceiling tile shall match existing; the Government believes the current tile is: Mineral Fiber - 24" x 24" or 24" x 48" Class I-Fire Rated, or Fire Resistive, depending on the tile, approximately 1.20 lbs. per 24" x 24" ceiling tile. [Changed via amendment 02 dated 03/25/09.](#)

3.1.3 Carpet/Floor Tiles

The current carpet has sustained significant water damage which has caused mold growth. Mold shall be remediated, floor sealed, and carpet replaced with commercial grade. Carpet shall be replaced with commercial grade carpet with samples provided to the Government for review and approval prior to commencement of work. The area to be replaced consists of approximately 600 square feet (three areas of 20' x 10' each).[-Changed via amendment 02 dated 03/25/09](#)

3.2 The contractor shall provide all personnel, equipment, tools, materials, supplies, supervision, labor and other items and services, except that specified as Government-furnished, necessary to perform repair service for the Jacksonville, FL CRG ATCT TOWB as defined in the accepted Site Survey to ensure Tower B is free of leaks and items that are replaced are hurricane rated. All work performed shall be in accordance with the latest OSHA standards.

The Contractor must keep the work area, including storage areas, free from waste material accumulations at all times. Before completing the work, you must remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not FAA's property. Upon completing the work, the Contractor must leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

Unless the contract states otherwise, Contractor personnel shall not burn any material on site, on the right-of-ways, or on the access roads to the sites. The Contractor shall haul all material and debris to an appropriate disposal site.

4.0 List of Deliverables

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| a. Quality Control Plan | 15 days after NTP |
| b. Statement of Work | 20 days after NTP |
| c. Progress Schedule | 20 days after NTP |
| The schedule shall outline all primary phases of the work to be performed. | |
| d. Site Survey Report | 45 days after NTP |
| e. Material Submittals | 45 days after NTP |
| f. Progress Reports | weekly |

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| g. Certified Payrolls | weekly |
| h. Pre-Inspection | 105 days after NTP |
| i. Final Inspection | 135 days after NTP |

All deliverables shall be submitted to the Government in a format to be agreed upon after award. Upon submission, the Government will review and notify the Contractor of approval/disapproval within 5 business days. Any deliverable that is disapproved shall be resubmitted within 10 business days.

5.0 Location/Milestones/Schedules

Work shall be performed at: Craig Field Airport Control Tower, 855 St. Johns Bluff Road, Jacksonville, Florida 32225.

The Contractor shall complete all work associated with this requirement within 135 calendar days after Notice-To-Proceed.

All work shall be performed during normal business hours of 7:30 AM to 4:00 PM local time, unless otherwise approved in advance by the Resident Engineer. Any work that must be performed after normal hours shall be coordinated and approved by the CO prior to the work being done.

6.0 Utilities

The Government will provide utilities (electricity, water, sewer & heat) to the Contractor without charge from existing outlets and supplies.

7.0 Telephone Services

The Government telephone service shall not be used for contractor, personal or other business related to this contract.

8.0 Property

Contractor furnished vehicles and equipment shall be identified as contractor property. All contractor furnished vehicles and equipment shall be in an operable condition and meet all local, State, and Federal safety requirements, and requirements of 40 CFR 243 (http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr243_06.html). Vehicles and equipment identified as not meeting the above safety requirements, by inspection by the COTR, shall be removed from service within 1 hour of notification and repaired or replaced at contractor's expense. Except for minor on site repairs, the contractor shall remove from the work site, within 24 hours, any vehicle which becomes inoperative or which breaks down during operation.

9.0 Fuels

The Contractor shall be responsible for furnishing vehicle and equipment fuels for Contractor owned vehicles and equipment.

10.0 Permits

The contractor shall obtain all appointments, licenses and permits required for performance of work and shall comply with all applicable Federal, State and local laws. Permits and licenses shall be obtained prior to start of work and kept current throughout the entire contract period of performance.

11.0 Custodial Services

The contractor shall be responsible for custodial services in areas occupied. The contractor shall dust, sweep, mop and empty trash cans as needed to maintain a neat, clean and safe working environment; on-site storage is not available. The contractor shall ensure that all work areas are maintained in safe condition during work activities. The contractor shall ensure upon completion of the work that the work area is left in a condition of cleanliness and safety. This shall be the same condition or an improvement of the work area condition prior to the commencement of the work.

12.0 Transmittal/Delivery/Accessibility

The Contractor shall provide 2 hard copies of each deliverable and one electronic version.

13.0 Definitions

CONTRACTING OFFICER (CO): The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the CO to a technical representative, the CO is the only individual with the authority to direct the work of the contractor.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.

CONTRACTOR: The term Contractor as used herein refers to both the prime Contractor and any Subcontractors. The prime Contractor shall be responsible for ensuring that Subcontractors comply with the provisions of the contract.

CO-UTILIZED EQUIPMENT: Government owned equipment (GFE) that shall be used jointly by the Government and the Contractor.

DELIVERABLE: Any reports or forms supplied by the Contractor to the Government to perform data required by the PWS.

EMERGENCY WORK: Work which takes priority over all other work orders and requires immediate action including diverting personnel from other jobs, if necessary, to cover the emergency.

EXPENDABLE PROPERTY: Government property that is consumed in use or loses its identity in use and is dropped from stock record accounts when issued or used.

FACILITY: Any building, plant, installation, structure, location, or site of operations in the performance of a contract or subcontract.

GOVERNMENT-FURNISHED EQUIPMENT (GFE): Government owned equipment (GFE) provided to the Contractor for use in fulfilling the terms of this contract only.

GOVERNMENT-FURNISHED MATERIAL (GFM): All material provided by the Government for the exclusive use of the Contractor in fulfilling the terms of this contract only.

GOVERNMENT-FURNISHED PROPERTY (GFP): All equipment, facilities and material provided by the Government for the exclusive use of the Contractor in fulfilling the terms of this contract only.

GOVERNMENT REPRESENTATIVE: The Contracting Officer (CO), Contracting Officer Technical Representative (COTR), Quality Assurance Evaluator (QAE), Center Safety and Environmental personnel.

INSPECTION: The comparison of product or service against contract requirement in order to establish conformance or nonconformance with the contract requirements.

MAINTENANCE (GENERAL): The work required to preserve and maintain equipment and material in such condition that it may be effectively used for its designated functional purpose.

NATIONAL AIRSPACE SYSTEM (NAS): System for modernizing and improving air traffic control and airway facilities services.

PERFORMANCE WORK STATEMENT (PWS): A document that describes the requirements, material, or services, including the performance standards for contractible services.

PERSONAL PROPERTY: Property of any kind except real property or records of the Federal Government.

QUALITY ASSURANCE (QA): A method used by the Government to check goods or services to determine whether or not they meet the requirements of the contract.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A written plan that details what is to be evaluated, how evaluations are to be accomplished, frequency of evaluations, and evaluation parameters.

QUALITY CONTROL PROGRAM (QCP): Contractor's system to control the equipment, systems, or services to assure that requirements of the contract are performed.

REPAIR (GENERAL): The restorations of an item to its original fit, form, and function so that it may be efficiently used for its designed purpose. Work includes replacement of defective or worn components, replacement of broken appendages, or repair by complete replacement.

RESIDENT ENGINEER - The engineer responsible for on site project planning and drafting, as well as performing all engineering actions required to complete assigned projects. He/she has overall management control of the construction and installation phases of a project and is the Office of Primary Responsibility (OPR) for construction acceptance and inspection (CAI). Various other titles used for this function include: installation engineer or technician, contracting officer's technical representative, construction representative.

SCHEDULED WORK: Work identified as controlled by the Contractor on a routine, daily basis without direction from the CO.

STANDARD: An acknowledged measure of comparison.

TURN AROUND TIME: Turn around time shall start as "Day Zero" when the Contractor receipts the Government for the facility or equipment to be repaired. The turn around time is concluded upon Contractor getting receipt from the Resident Engineer indicating that the total contract services have been completed.

WORKAROUND: An alternate method or approach to accomplishing work when the primary method or approach is temporarily suspended due to an identified hazard which precludes or limits the normal work process from occurring.

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